



P.O. Box 352 • 150 S. Bridge St. • Markesan, WI 53946 • P: (920) 398-3031 • F: (920) 398-3991

PUBLIC PROPERTY & HEALTH COMMITTEE

Markesan City Hall

July 7, 2020

Immediately following Streets, Buildings & Utilities Meeting

AGENDA

Call to Order

Roll Call

Citizen's Comments

Public Works Report

- Request for 1 or 2 more Dumpsters at Recycling Center for Summer Months
- Wood Burning License with the DNR for Recycling Center Brush Piles

New Business

- Review of Lions Park Agreement for Soldier's and Sailor's Park
- Discussion and Action on the Lion's Club Volunteering to do Tree Trimming of Memorial Trees along North Margaret Street
- Discussion and Action on Tree Trimming Invoice Dispute at 340 N Margaret St.
- Discussion and Action on Service from Advanced Disposal
- Discussion and Action on Pool Ordinance Concerns
- Discussion and Action on 410 S Bridge Street Property Maintenance
- Discussion and Action on 650 N Margaret Street Property

Old Business

- Discussion and Action on Chicken Ordinance Permit Fee
- Discussion and Action on 1775 N Margaret Street Property Maintenance

Adjournment

A quorum of the Markesan Common Council may be in attendance at this meeting to gather information about a subject over which they have decision making responsibility. Under Wisconsin Open Meeting Law, this may constitute a meeting of the Common Council pursuant to the Badtke Decision, however, the Council will not take action at this meeting.

Any person requiring special assistance to participate in this meeting should contact the Clerk-Treasurer at 398-3031 at least 24 hours prior to the meeting so appropriate accommodations can be made.

Posted: Horicon Bank City Hall
ERGO Bank Post Office
www.markesanwi.gov

Dated July 6, 2020
Elizabeth Amend, Clerk-Treasurer

A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MARKESAN AND MARKESAN LION'S CLUB

WHEREAS, the City of Markesan is a Wisconsin Municipality (the "City"), with their address being 150 South Bridge Street; Markesan, WI 53946 and the Markesan Lion's Club (the "Club", with their address being PO BOX 138; Markesan, WI, is a non-profit (IRS Sec. 501(c)(4)) organization incorporated in Wisconsin

The purpose of this Memorandum of Understanding (MOU) is to have a written understanding between the above parties. Additionally, this MOU will outline any responsibility the Markesan Lion's Club has in order to use of the Park and Park facilities at Little Green Lake Soldiers and Sailors Park (the "Park").

This MOU by its term is not a lease, and the City shall not accept, nor shall the Club be required to pay, any rental or other monetary payment as a result of entering into this MOU.

The City recognizes that the Markesan Lion's Club is instrumental in the development of the Little Green Lake Soldiers and Sailors Park as a valuable asset to the community, providing local citizens and visitors a place to safely recreate.

THEREFORE both the City and Club agree to the following:

1. The City is the owner of the Park and assumes all responsibility for the operation and management of the Park, except as specified within this MOU.
2. The City will repair and maintain the well, buildings, piers, boat docks, or other physical structures located on the Park property.
3. The City will mow and rake the grounds and take whatever other action is reasonable and necessary to keep the grounds in suitable condition for Park purposes.
4. The Club will not build, remodel, or tear down any buildings, piers, boat docks, or other physical structures located on the Park Premises, without prior written consent and approval of the City.

5. The Club shall furnish the City with a copy of a suitable liability insurance policy, for any special events to be held on the Park premises, wherein there is a possibility of injury to any person on the Park grounds attending such event as a participant or spectator.

6. The Club shall provide the City Clerk with a schedule of events, with at least one month's advanced written notice when possible and further agrees to pay for any damage to the Park as a result of special events scheduled by the Club.

7. The Club shall have standing rights to rent the park on the Sunday of June Dairy Days weekend in Markesan (the Sunday after the second Saturday of June).

8. The Club agrees to assume responsibility for the maintenance and operation for the Park:

- a) Will maintain, organize and schedule the use of Park shelter kitchen facilities.
- b) Will maintain and replace the flag at the Park, as needed;
- c) Will organize Lion members to complete "walk through" clean-up of the park when members are available;
- d) Will organize the "Youth Service Day" clean-up of the park;
- e) Will provide sand for the beach and various playground equipment locations;
- f) Will maintain beach buoys and setup beach swimming area;
- g) Will provide up to \$2,000 annually for Club approved improvements to the Park.

9. This MOU shall automatically renew annually unless the Club serving notice upon the City Clerk, or the City serving notice upon the Club Secretary, in writing or by certified mail of either parties intent to terminate at least sixty (60) days prior to the renewal date of this MOU.

10. The City and the Club agree not to commit the other party to an expense without written consent.

11. The City and the Club agree to give the other party prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects the other party. Both parties shall have the right to participate in the defense of such claim to the extent of its interest.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this MOU by and through their duly authorized officers. Upon sign this MOU, each party acknowledges receipt of the signed and completed copy thereof, and admits that they have read and understood the foregoing terms and conditions and agrees thereto.

DATED THIS 9th DAY OF July, 2019

CITY OF MARKESAN

MARKESAN LION'S CLUB

Rich Slate
Mayor

J. H. DeRue
resident

E. J. A. A.
Clerk

James A. Sordani
Secretary

Approved by City Attorney
Dan Sondallo

[Signature]

Dated: 7-15-2019

Prepared by: Rich Slate, Mayor of Markesan

October 3, 2019

RE: Maintenance of Trees on North Margaret Street Terrace

Dear North Margaret Street Property Owner;

There has been a lot of discussion concerning the memorial trees planted by the Markesan Lion's Club along North Margaret Street. The biggest issue recently is that some of the trees planted are becoming a hazard due to over growth. In the past, the Lion's Club has maintained the trees, but now can no longer do it.

After consulting with our attorney about how to handle this matter, it is recommended that the City advise all property owners along North Margaret Street that it is ultimately the property owner's responsibility to maintain these trees.

The City is doing an evaluation of the trees to make sure there are no safety issues, and I have included a summary of the City Ordinances that cover this issue. The City will notify any property owner if maintenance is needed with their trees on North Margaret Street.

If you have any questions concerning this matter, feel free to contact me. Markesan continues to strive on keeping our community safe and beautiful, and the City thanks you in advance for your cooperation in reaching this goal.

Sincerely,

Rich Slate

Rich Slate,
Mayor

The City Ordinances that applies are as follows:

Section 252-5 enumerates various public nuisances affecting peace and safety. Section 252-5(D) provides: "Obstruction of intersections. All trees, hedges, billboards or other obstructions which prevent persons driving vehicles on public streets, alleys or highways from obtaining a clear view of traffic when approaching an intersection or pedestrian crosswalk."

Section 252-10 pertains to control of trees and shrubs over public ways. Section 252-10(A) provides: "Trimming required. The owner or occupant of any private property shall not permit any tree, bush, hedge or shrub to intrude onto a public street or sidewalk from such adjacent private property, nor shall such owner or occupant permit boughs or branches to overhang such public ways at a height of less than 10 feet over the sidewalk or at a height of less than 14 feet over the street."

Section 273-5 pertains to duties and responsibilities of owners and operators as to maintenance and appearance of exterior of premises. Section 273-5(E) provides "The premises shall be kept landscaped and lawns, hedges and bushes shall be kept trimmed and kept from becoming overgrown and unsightly where exposed to the public view. Premises shall include the areas between the sidewalk and the curb of the street."

Section 252-7 provides the procedure for abatement of public nuisances if the property owner does not abate the public nuisance.

May 11, 2020

VB Rentals
W2252 County Rd Y
Lomira, WI 53048

Dear Property Owner:

It has come to the City's attention that the property at 340 N. Margaret St., Markesan, is currently in violation of Section 252-10: Nuisances of the City of Markesan Code. Per Section 252-10(A), the owner/occupant shall not permit any tree branches to overhang onto a public street at a height of less than 14 feet over the street, nor any branches to overhang any public sidewalk at a height of less than 10 feet. **Please bring the property into compliance by May 25, 2020.**

Please note that failure to correct the violation will result in the City taking action to have the tree trimmed, the expense of which, including an administrative fee, will be billed to you. Failure to pay such invoice upon receipt will result in the full amount, plus interest and penalties being added to the next property tax bill.

Your prompt attention to this matter would be appreciated. Thank you in advance for your cooperation.

Sincerely,

Rachel Heiling
Deputy Clerk-Treasurer

Enclosure



Betsy Amend <bamend@markesanwi.gov>

RE: Attend Meeting

1 message

John Leair <John.Leair@advanceddisposal.com>
To: Betsy Amend <bamend@markesanwi.gov>

Mon, Jul 6, 2020 at 8:48 AM

I am trying to get Jason Johnson to one of the meetings...I can't make this Tuesday. Could I come one day and discuss with you.

John called 7-6-20 and said someone
will be at Council
on July 14th

From: Betsy Amend [mailto:bamend@markesanwi.gov]
Sent: Thursday, July 2, 2020 1:44 PM
To: John Leair <John.Leair@advanceddisposal.com>
Subject: Attend Meeting

I am doing the agendas for next week's meetings?

Will you or someone be attending as per the City's request?

The meeting is Tuesday, July 7th at 6:30 pm at City Hall or the Council meeting is on Tuesday, July 14th at 7 PM at City Hall.

Please let me know as soon as possible.

Thanks



Betsy Amend

City of Markesan Clerk-Treasurer

920-398-3031

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Call Dennis if cannot reach John LeAir at 920-960-1235

DATE OF MISSED PICK-UP	PROPERTY ADDRESS	TRASH / RECYCLING	NOTES
2/2/2018	150 S Bridge (Pd)	Both	2/5/19 - Spoke to driver, said he will "try" and get a truck over before Friday to pick up both trash & recycling.
	1170 N Margaret	Both	
	1171 N Margaret	Both	
2/28/2019	156 N High	broken wheel	called John LeAir, said he would take care of it.
3/4/2019	133 North St	Recycling	3/4/19 - Spoke to John LeAir, he will send driver tomorrow (3/5/19) to get broken cart for 3 months, many phone calls and dates to replace and still not done
3/3/2019	156 N High		Betsy called John LeAir to report problem again
	133 North St	Recycling	Still not picked up, owner called. Betsy called John LeAir again. Dennis to fix on 3/6.
3/5/2019	156 N High		Cart still there and broken. Betsy called John LeAir again. Dennis to fix on 3/6.
3/5/2019	133 North St	Recycling	Still not picked up, owner called. Betsy called John LeAir again. Dennis to fix on 3/6.
3/29/2019	Recycling Center	Dumpsters	Martin called John LeAir bc the dumpsters haven't been emptied, and are overflowing.
3/29/2019	20 E Summit St	Trash	Called John LeAir. They drove right past and didn't pick hers up.
4/22/2019	North Street	Bulky Trash	Did not pick up bulky trash on North Street again.
4/25/2019	North Street	Bulky Trash	Still not picked up. John will have someone get over there.
4/30/2019	55/75 E Water	Trash	Was not picked up Friday. Betsy called John LeAir on 4/30 to pick up
6/10/2019	409 S Margaret	Recycling	Left John LeAir a message on 6/10/19
6/17/2019	1170 N Margaret	Trash	Spoke w/ John LeAir. Said he would "try" to figure something out.
6/17/2019	1142 N Margaret	Trash	Spoke w/ John LeAir. Said he would "try" to figure something out.
6/17/2019	North Street	Trash	John LeAir said they will pick it up on 6/18/19
6/24/2019	284 W John St	Recycling	Recycling was not picked up on 6/7. AD said to put excess next to cart for next pick-up. 6/21, they did not pick up excess on the ground. Called John on 6/24/19, he will have it picked up tomorrow.
6/26/2019	284 W John St	Recycling	Still did not pick up recycling, called and left John a message
8/5/2019	409 S Margaret	Trash	Martin picked up these recyclables himself to dispose of on 8/27/19. was a mixture of recyclables and garbage in bags. Never heard back from John LeAir.
8/26/2019	Alley behind Stubby's	Trash	Did not pick up trash on 8/2/19. Resident stated it can wait until Friday, so did not notify Advanced
8/27/2019	Fire Station	Trash	Did not pick up trash on 8/23/19. Left John a message to try and get within next day or two
9/3/2019	133 North St	Recycling	Did not pick up trash on 8/23/19 at Fire Station, emailed John LeAir to make sure they do it on the next Friday 8/30/19.
9/8/2019	133 North St	Recycling	Left another message for John LeAir that recycling still sitting by road and not picked up from 8/30.
10/14/2019	33 W John St Area	Recycling/trash	downtown area garbage and recycling not picked up because cars parked in front of carts; called LeAir he is going to take care of it. Says they can't come in early am but the guys should be getting out of truck to move carts. LeAir said if it is repeat
10/22/2019	649 N Margaret	Recycling	Broken cart that was tagged by driver still there after 1 month. Emailed John LeAir to see when it will be repaired. I told owner to leave on terrace.
11/8/2019	190 S High St	Recycling/trash	Dropped cans tipped them over when set down in the road and some recyclables dumped out. Resident had to pick all up.
12/30/2019	Alley behind Slates/Library	Trash	Garbage was not picked up behind Slates's office on Sat. Dec 28. Called Dennis and he will send truck out on Tuesday Dec 31.
1/4/2020	890 W John St/ Zanto	Recycling	Zanto came in to remind us to tell Advanced Disposal that they need to go all the way to the end of W Johns St to collect. Missed a couple houses at end. John LeAir was informed.
1/4/2020	284 W John St/Kroguiski	Recycling	AD did not pick up recycling. John LeAir and Dennis was informed at AD.
1/4/2020	North Side of East Charles St	Recycling	Jessica French called and said that AD did not pick up any recycling on the north side of E Charles St. John LeAir was informed, he said they would send a truck.
1/4/2020	Jennifer Schwandt/605 W Caroline	Broken Cart	Jennifer called to say she came home to a broken cart after they picked up on 1/4/2020. I called John LeAir to report and he said it would be fixed.
1/4/2020	210 Moorland St	Drove over Curbs on Lawn	Police were called about agitated driver. Police report filed.
1/4/2020	155 E Caroline St	Hit car with truck	AD hit a car and did damage to it. Police report filed.
1/14/2020	Alley behind Wilsnack/Stubbys	bulky trash	Rich Slater brought up in public comments that he told City in October that couches not picked up during bulky trash. Our records show no contact from Rich. Martin will dispose of couches.
1/27/2020	235 W Charles	Trash	Driver broke handle on cart. John said would fix by Friday 1/31/20. Resident to make cart visible from road, per John
2/21/2020	Fire Station	Trash	Fire Station garbage did not get picked up. Martin is going to pick up. Advised John LeAir at AD.
3/2/2020	All over City	Recycling	Chief Plum notified Brenda Henke and Clerk about Advanced Disposal leaving recyclables on street after dumping. When they are dumping in truck, it is lowered too soon and trash is ending up on street instead of in truck. Sent email to John LeAir
3/31/2020	All over City	Recycling	Several residents complained of recyclables laying on street after pick-up. Emailed John to get taken care of.
4/6/2020	North St	Trash	Did not pick up. Emailed John on 4/6/20
4/10/2020	City wide/Summit	Recycling	Still recyclables being left in roads after dumping. One resident addressed driver and he was very rude to resident. Emailed John Le Air about issue.
4/20/2020	380 Enterprise Dr	Trash	Did not get picked up the past 2 Fridays.... They will hold on until this Friday. Emailed John.
4/24/2020	All over City	Recycling	Emailed John. See pics in Garbage folder dated 4/24/20.
4/27/2020	250 N Bridge St	Recycling	Broken wheel from truck dropping cart. Emailed John LeAir
5/21/2020	500 Sunrise Ln	Trash	Broken wheel from truck dropping cart. Emailed John LeAir
7/3/2020	All of W Vista Blvd	Trash	No garbage was picked up on W Vista Blvd. Betsy called Jason at AD and he said they would get a truck out that day. Monday.
7/3/2020	Police Report-all over city	Trash/Recycling	Driver was dropping cans and also put can back in front of a truck instead of behind where he picked it up. Police report filed.
7/3/2020	159 W John St	Trash/Recycling	both garbage and recycling has been missed for 2 weeks-emailed and called John at AD. Our PW dept. went and picked up recyclables, 4 bags
7/3/2020	All Hollander St	Recycling	all residents on Hollander Street recycling did not get picked up, emailed John LeAir at AD
7/7/2020	Sunrise, Hollander, W John and W Vis	Trash/Recycling	As of 7/7/2020 still garbage and recycling left and not picked up after emailing and calling AD

07/06/20
07:17

Markesan Police Department
Officer Report

4060
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On July 3, 2020, I, Sergeant Cody McLean was on routine patrol and was witnesses numerous not illegal but definitely unusual and unnecessary behavior by the garbage collection drivers.

One I witnessed a driver that clearly could get to a garbage can grab the can and dump it in the truck. Instead of setting it back where he got it from he decided to drive forward and set the can in front of a truck that the driver must of thought was in his way. Pictures attached to show that he clearly had enough room to grab can dump it and put it back where he got it from. I want to note that as you can see in the pictures this can was then even further away from the house and the individual is a retired man that does not need to walk half way down the block to retrieve his can and the truck that was supposedly in the drivers way was not even the homeowners truck.

Second I witnessed more can than I can count tipped over. So I watched the garbage truck driver a couple times to see why they are all tipped over. Instead of setting them back down he was dropping the cans a good height which was causing all of them to bounce off the ground and tip over instead of setting the cans back down. One of the cans I noticed had a wheel that was laying on the ground. A couple of the tipped over cans are attached to this report but not all of them.

Third I witnessed numerous areas that there was a bunch of garbage all over the ground. Pictures are attached. I did end up cleaning it up to keep it from blowing all over but it was numerous areas where there was a ton of garbage on the ground.

I just want to re-emphasize that there were more than attached pictures of garbage and tipped over cans throughout the city. Also, the truck that was supposedly in the drivers way was definitely not considering he could clearly grab the can to then place it in front of the truck. I did witness this encounter myself. Also, most of the bins that were tipped over were the blue topped bins and the garbage on the ground was the blue topped bins aka recycleables.

End of Report

Sergeant Cody McLean #32
Markesan Police Department

Responsible LEO:

Approved by:

Date

07/06/20
07:17

Markesan Police Department
Officer Report

4060
Page: 1

Incident Number: 20MPD0475

Nature: Information

Case Numbers:

Addr: CITY OF MARKESAN Area: CMK CITY OF MARKESAN
City: MARKESAN St: WI Zip: 53946 Contact:

Complainant: 9234

Lst: MARKESAN POLICE DEPARTMENT Fst: Mid:
DOB: **/**/SSN: - - Adr: 150 S BRIDGE ST PO BOX 352
Rac: Sx: Tel: (920)398-2121 Cty: MARKESAN St: WI Zip: 53946

Reported:

Observed:

Offense

Codes: INFO Information

Circumstances:

Responding Officers: CMclean 32
Rspnsbl Officer: CMCLEAN Agency: MPD
Received By: CMclean Last RadLog: **:*** **/**/SSN:
How Received: T Telephone Clearance: X Closed by Records
When Reported: 12:52:59 07/03/20 Disposition: CLO Disp Date: 07/03/20
Occurrd between: 12:52:59 07/03/20 Judicial Sts:
and: 12:52:59 07/03/20 Misc Entry:

Modus Operandi:

Factor	Description	Method
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INVOLVEMENTS:

Date	Description	Relationship
07/03/20	MARKESAN POLICE DEPARTMENT,	Complainant









Betsy Amend <bamend@markesanwi.gov>

Garbage on the Streets

1 message

William Pflum <wpflum@markesanwi.gov>

Fri, Feb 28, 2020 at 1:07 PM

To: Betsy Amend <bamend@markesanwi.gov>, Brenda Henke <bjhenke@charter.net>

Betsy and Brenda,

I believe garbage/recycle pick up falls under Public Property so I wanted to CC you in Brenda. On recycle pick up days, it is ridiculous all the recycle material that is left on the roads.

It occurs after the truck "dumps" the can and sits it back down, items are still falling out when they are sitting it back down or something because the picture attached shows just one of MANY occasions that this happens each day of pick up.

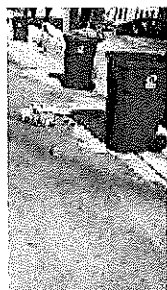
This debris ends up blowing all over the roadways and into yards, sewer drains, etc. I try and go around and pick up as much as I can but I simply can't begin to keep up with what is being left behind.

I just wanted to give you a heads up on what I am seeing out here on Fridays of recyclable pick up.

Thanks for your time.

--

Will Pflum
Chief of Police
Markesan Police Department



IMG_7263.PNG
1419K

U.S. Cellular

9:05 AM

24%

Done

5 of 7



U.S. Cellular

9:05 AM

24%

Done

4 of 7







Done

6 of 7





ADVANCED DISPOSAL CONTRACT

AGREEMENT FOR RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION SERVICES

THIS AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES (this "Agreement") made and entered into on the 1st day of October, 2018, (the "Effective Date") by and between the City of Markesan, a political subdivision of the State of Wisconsin and, by and through its City Council ("City") and Advanced Disposal Services Solid Waste Midwest, LLC, a Wisconsin limited liability company ("Contractor").

WHEREAS, the City deems it necessary to protect the public health of its citizens by contracting with a private company for the removal of solid waste, recyclables, yard trash and bulky waste generated by residents within the City and that such action is a valid exercise of powers of the City; and

WHEREAS, in connection therewith, the City prepared and issued that certain Request for Proposals for Residential Solid Waste, Recyclables, and Bulky Waste Collection Services dated July 11, 2018 No: _____, and all addendums thereto (the "RFP"); and

WHEREAS, in response to the RFP, the Contractor submitted a proposal to City (the "Proposal") and such Proposal has been accepted by the City; and

WHEREAS, City and Contractor are desirous of entering into this Agreement, under the terms of which, Contractor shall have an exclusive Agreement for a specified period of time for the provision of the services contemplated by this Agreement; and

WHEREAS, the City has conducted an investigation and has determined that the Contractor and its affiliates have a proven excellent reputation for providing the types of services required under this Agreement and that the Contractor has access to significant capital resources that would be available to fund the fulfillment of its responsibilities under this Agreement, all of which should greatly benefit City; and

WHEREAS, the City has determined that Contractor has expended substantial capital to acquire this Agreement and will expend significant additional amounts of capital during the term of this Agreement to fulfill its responsibilities in providing high quality solid waste collection, transportation and disposal services to City residents, all of which should greatly benefit City; and

WHEREAS, City and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste, recyclables, yard waste and bulky waste collection, transportation and disposal services as herein set out, and for the compensation as hereinafter provided and the City has deemed it to be in the best interest of the City and the residents of the City to enter into this Agreement upon such terms and conditions set forth herein in order to ensure high quality services by the Contractor to the residents of the City; and

WHEREAS, City agrees to pay for the Services to be provided by Contractor as set forth herein.

NOW THEREFORE, in consideration for the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1.0 - Definitions

For purposes of this Agreement, the following terms shall be defined as follows.

1.1 "Agreement" has the meaning set forth in the first paragraph above, and includes all Schedules and Exhibits attached hereto.

1.2 "Biomedical Waste" means any solid or liquid waste which may present a threat of infection to humans, including nonliquid tissue, body parts, blood, blood products, and body fluids from humans and other primates; laboratory and veterinary wastes which contain human disease-causing agents; and discarded sharps. This definition also includes: used, absorbent materials saturated with blood, blood products, body fluids, or excretions or secretions contaminated with visible blood; absorbent materials saturated with blood or blood products that have dried; and non-absorbent, disposable devices that have been contaminated with blood, body fluids or secretions or excretions visibly contaminated with blood, but have not been treated by an approved method.

1.3 "Bulky Waste" means discarded items that are larger than three (3) feet in any dimension, and/or heavier than fifty (50) pounds in weight, and/or otherwise will not fit within an empty Cart, thus too large or too bulky to be collected by Contractor as contemplated by this Agreement, including but not limited to items such as mattresses and box springs, indoor/outdoor furniture, swing sets, large toys, bicycles, fish aquariums, sofas, chairs, tables, carpets, and other similar items.

1.4 "C&D Materials" means discarded materials generally considered to be not water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, including such debris from construction of structures at a site remote from the construction or demolition project site. The term includes clean cardboard, paper, plastic, wood, and metal scraps from a construction project; except as provided in by applicable laws, unpainted, non-treated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, non-treated wood pallets provided the wood scraps and pallets are separated from other solid waste where generated and the generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the commingling of wood scraps or pallets with other solid waste; and de minimis amounts of other non-hazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with best management practices of the construction and demolition industries. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris. This material is not included as part of Bulky Waste collection.

1.5 "Cart" means a rollout receptacle for Residential Solid Waste or Recyclables with a capacity of 95 gallons, constructed of plastic and metal, having handles of adequate strength for lifting, and having a tight fitting lid.

1.6 "City" means the City of Markesan which shall include, for purposes of this Agreement, the incorporated area of the City and the areas outside the corporate bounds of the City and receiving City service(s).

1.7 "Contractor" has the meaning set forth in the first paragraph above.

1.8 "Curbside" means the location that is within at least four (4) feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location designated by the Contractor that will provide a safe and efficient accessibility to the Contractor's personnel and vehicles for the placement of Carts, Bulky Waste and White Goods for collection pursuant to the terms of this Agreement. For purposes of this Agreement, public road or public right-of-way means a road owned and maintained by the City or special district, or a road on private property for which an easement has been granted to the public and such road is constructed and maintained to a standard whereby access is available by the Contractor's vehicles.

1.9 "Customer" means the owner and/or occupant of a Residential Premises.

1.10 "Disabled Person" means the owner of the Residential Premises who is disabled to the extent that he or she is incapable of placing his or her Cart at the Curbside location for collection by the Contractor and otherwise complies with the provisions of Section 3.3 below. Disabled Person shall include an owner of a Residential Premises with a temporary disability not to exceed 90 days.

1.11 "Force Majeure" means any act, event, or condition having a direct material adverse effect on Contractor's ability to perform any obligation, agreement or covenant under this Agreement, including without limitation, Contractor's ability to collect, transport or dispose of Residential Solid Waste, Recyclables, or Bulky Waste if such act, event, or condition is beyond Contractor's reasonable control. Such acts, events, or conditions shall include, but shall not be limited to, the following: (a) an act of God, lightning, earthquake, fire, severe weather conditions, epidemic, land-slide, drought, hurricane, tornado, storm, explosion, partial or entire failure of utilities, flood, nuclear radiation, act of a public enemy, war, blockade, insurrection, riot or civil disturbance, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain, condemnation, or other taking by the act of any governmental body on behalf of any public, quasi-public, or private entity; or (b) the order, judgment, action, or determination of any federal, state, or local court, administrative agency, or governmental body (excepting decision interpreting federal, state, and local tax laws), which adversely affects: (i) the ability of Contractor to perform the services contemplated hereunder; (ii) the right or ability of the Contractor to dispose of the Residential Solid Waste or (iii) the suspension, termination, interruption, denial, or failure or renewal or issuance of any permit, license, consent, authorization, or approval necessary to for Contractor to perform the services contemplated hereunder.

1.12 "Garbage" means all kitchen and table food waste, animal or vegetative waste that is attendant with or results from the storage, preparation, cooking or handling of food materials.

1.13 "Hazardous Waste" means any and all (a) hazardous substances, pollutants, and contaminants, as defined by the Comprehensive Environmental Response, Compensation and Liability

Act of 1980, as amended, solid or hazardous wastes, as defined by the Resource Conservation and Recovery Act, as amended, hazardous materials, as defined by the Hazardous Materials Transportation Act, as amended, toxic substances, as defined by the Toxic Substances Control Act, as amended, toxic chemicals or extremely hazardous substances, as defined by the Emergency Planning and Community Right-To-Know Act, as amended, hazardous air pollutants, as defined by the Clean Air Act, as amended, and hazardous substances, as defined by the Clean Water Act, as amended; (b) any other toxins, chemicals, wastes, substances, or materials which pose an unreasonable risk to human health or the environment, or which are regulated under any applicable federal, state, or local laws rules, or regulations, or any other material which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic, or dangerous, or otherwise ineligible for disposal at the intended disposal site utilized by Contractor; (c) any material that requires other than normal handling, storage, management, transfer or disposal; or (d) any other material that may present a substantial endangerment to public health or safety, may cause applicable air quality or water standards to be violated by the normal operation of the disposal site to be utilized by the Contractor, or because of its size, durability or composition cannot be disposed of at such disposal site or has a reasonable possibility of otherwise adversely affecting the operation or useful life of such disposal site.

1.14 "Non-Curbside Services" has the meaning set forth in Section 3.3.

1.15 "Recyclables" shall mean the following materials: aluminum containers; bi-metal containers (i.e., containers made from a combination of steel and aluminum); corrugated cardboard or other containerboard; glass containers; magazines and other materials printed on similar paper; newspaper and other materials printed on newsprint; office paper; plastic containers #1 and #1 (e.g., milk jugs, laundry detergent bottles, soda and water bottles); and steel containers (tin cans). Recyclables specifically does not include and Customers shall not dispose of any of the following: electronics; lead acid batteries; major appliances; used oil filters; waste oil and waste tires.

1.16 "Residential Premises" means a dwelling within the City occupied by a person or group of persons, including single family homes, duplexes, triplexes, quadraplexes, and mobile homes whether such mobile homes are registered as vehicles or assessed as real property.

1.17 "Residential Solid Waste" means all Garbage and Rubbish generated by a Residential Premises, excluding automobile parts, tires, C&D Materials, Recyclables, Yard Trash, Bulky Waste, White Goods, Hazardous Waste, or any Unacceptable Waste or materials as determined by the Contractor.

1.18 "Rubbish" means non-putrescible solid waste consisting of paper, rags, cardboard, cartons, wood, rubber, plastics, glass, crockery, metal cans or other such waste.

1.19 "Services" has the meaning set forth below in Section 2.2.

1.20 "Special Waste" means solid wastes that can require special handling and management, including but not limited to, white goods, waste tires, used oil, lead-acid batteries, construction and demolition debris, ash residue, yard trash, biological wastes, and mercury-containing devices and lamps.

1.21 "Term" has the meaning set forth below in Section 2.4.

1.22 "Unacceptable Waste" means (a) waste and materials that are not part of the Services contemplated hereunder as determined by Contractor, (b) Yard Trash, Hazardous Waste, Biomedical Waste, Special Waste, fluorescent lights, automotive batteries, paints, paint solvents, unemptied aerosol cans, compressed gas cylinders, large engine parts, small engines containing oils or fuels, chemicals, large glass panes, large tree debris, stumps, ammunition of any type, dead animals larger than 10 lbs, and firearms, (c) waste of which the acceptance and handling by Contractor would cause a violation of any permit condition, legal or regulatory requirement, substantial damage to Contractor's vehicles, equipment or facilities, or present a substantial danger to the health or safety of the public or Contractor's employees, and (d) waste which is or may be prohibited from disposal at the applicable disposal site by local, federal or state law, regulation, rule, code, ordinance, order, permit or permit condition.

1.23 "White Goods" means inoperative and discarded refrigerators, ranges, washers, water heaters, freezers, and other similar domestic and commercial large appliances.

1.24 "Yard Trash" means vegetative matter resulting from landscaping maintenance or land clearing operations at Residential Premises and includes materials such as tree and shrub trimmings, grass clippings, trees and tree stumps.

Section 2.0 – Scope of Agreement

2.1 Recitals; Conflict. The parties hereto acknowledge and agree that the "whereas" recitals set forth above are true and correct and are hereby incorporated herein by this reference. The parties further acknowledge and agree that in the event of any conflict between this Agreement and the RFP, the Proposal, or any other documents submitted by or to the City and Contractor, this Agreement shall prevail and control.

2.2 Scope The work under this Agreement shall consist of the collection of Residential Solid Waste, Recyclables and Bulky Waste by Contractor from the Residential Premises from the Residential Premises, located in the City (collectively, the "Services"). In the performance of the Services, Contractor shall also provide the supervision, materials, and equipment necessary to complete the Services in accordance with the terms of this Agreement. Collection of Residential Solid Waste, Recyclables, Bulky Waste by Contractor shall be mandatory for all Residential Premises in the City, and all such Residential Premises shall be required by the City to use the Services to be provided by Contractor pursuant to this Agreement. The scope of the Services to be provided by Contractor hereunder shall not be amended or modified without the mutual consent of the parties hereto.

2.3 Exclusivity During the term of this Agreement, Contractor shall provide the Services and in accordance with the terms of this Agreement, and shall have the sole and exclusive right to provide the Services throughout the City. The City hereby grants, and the Contractor hereby accepts, the sole and exclusive Agreement, license and privilege to provide the Services during the Term of this Agreement and all renewal terms thereto. All such rights shall be exclusive to the Contractor and no other person or entity except the Contractor may offer or provide the Services as contemplated hereby. The City further agrees that so long as Contractor is not in default hereunder, it will not enter into any

agreement or understanding with any other person or entity for performance of the Services contemplated hereby during the Term hereof.

2.4 Term The term of this Agreement shall be for the period beginning on October 1, 2018, and expiring on December 31, 2023 (the "Initial Term"). By mutual agreement of both parties, this Agreement may be extended for periods not to exceed two (2) years. In the event the City or Contractor elects to extend the Agreement beyond its termination, the City or Contractor shall, on or before December 31 of the preceding year, submit a written proposal of terms and conditions for the continuation of the Agreement ("Continuation Proposal"). This Continuation Proposal may set forth different alternatives, but shall specify the nature of the service required and the term of the proposed service. Upon receipt of the Continuation Proposal, the City shall have sixty (60) days in which to make its determination as to whether to accept or reject the Continuation Proposal. During this period of time, the Contractor and City agree to negotiate in good faith for the purpose of continuing this Agreement.

Section 3.0 – Contractor Responsibilities

3.1 Services Provided

3.1.1 Residential Solid Waste Contractor shall collect Residential Solid Waste that is timely placed in a Cart from each Residential Premises one (1) time per week at Curbside. The Customer located at the Residential Premises shall place only bagged Residential Solid Waste in the Cart designated for Residential Solid Waste and shall place the Cart at Curbside by 7:00 am on the designated collection day. Contractor shall not be deemed to be in default in any manner of this Agreement in the event Contractor fails or refuses to collect any such Residential Solid Waste from any Residential Premises because such Residential Solid Waste was not timely placed in a Cart at Curbside in accordance with this Agreement. Contractor shall not be responsible for collection of any Residential Solid waste not properly and timely placed in a Cart in the proper location at Curbside at the designated time and on the designated date, and has the right to refuse to collect all Unacceptable Waste.

3.1.2 Recyclables. Contractor shall collect Recyclables that are timely placed in a Cart from each Residential Premises on a bi-weekly basis, the same days as Residential Solid Waste Collection at Curbside. The Customer located at the Residential Premises shall place Recyclables in the Cart designated for Recyclables and shall place the Cart at Curbside by 7:00 a.m. on the designated collection day. Contractor shall not be responsible for collection of Recyclables and shall not be deemed to be in default in any manner of this Agreement in the event Contractor fails or refuses to collect Recyclables from any Residential Premises because the Recyclables were not timely or properly placed in a Cart in the proper location at Curbside in accordance with this Agreement or if the Recyclables contain Unacceptable Waste.

3.1.2 Bulky Waste Contractor shall collect Bulky Waste from the Residential Premises that generated such Bulky Waste, on a bi-annual basis, which date shall be mutually agreed upon by the City and Contractor. Bulky Waste shall be collected at curbside. White goods are not eligible for collection as Bulky Waste.

3.1.3. Disposal of Waste Contractor may deliver all Residential Solid Waste, Recyclables, and Bulky Waste collected by Contractor to a disposal or other processing facility as determined by the Contractor in its sole discretion.

3.1.4 City-Owned Facilities Contractor shall provide collection services at the following City-owned facilities without additional charges to the City:

Police Station	(1) Trash Cart and (1) Recycling Cart
City Hall	(1) Trash Cart and (1) Recycling Cart
City Garage	(1) Trash Cart and (1) Recycling Cart
Library	(1) Trash Cart and (1) Recycling Cart
Fire Station	(1) Trash Cart and (1) Recycling Cart
Soldier's & Sailor's Park	(2) Trash Cart and (2) Recycling Cart
Hein Park	(2) Trash Cart and (1) Recycling Cart
City Hall	(1) 4yd trash container, (1) 2yd recycling container
Waste Water Treatment Plant	(1) 4yd trash container, (1) 2yd recycling container

3.2 Carts

Contractor shall furnish the Carts for every Residential Premises receiving the Services as contemplated by this Agreement. It shall be the responsibility of the Residential Premises to properly use and safeguard the Contractor's Carts. Contractor shall maintain the Carts in reasonably good condition, normal wear and tear excepted. Each Customer has the care, custody and control of any Cart furnished by Contractor and such Customer shall have the sole responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such Cart and for the cleanliness and safekeeping of such Cart. Contractor shall have the right to charge Residential Premises for the cost of repair or replacement of Carts, including delivery fees, if such repair or replacement is required as a result of abuse, misuse or damage, fire, or theft. The cost for replacement of any cart, including delivery, is \$65. Customers may request one or more additional Carts from Contractor for an additional volume of collection Services. Contractor shall receive payment from the Residential Unit for the additional Service to be provided to such Customer, as if such additional Service constituted an additional Residential Premises, at the then applicable rate of compensation payable to Contractor as contemplated by this Agreement.

3.3 Non-Curbside Service for Disabled Persons

Contractor shall provide back/side-door Residential Solid Waste collection services ("Non-Curbside Service") to Disabled Persons as identified by the City who are physically unable to place the Cart at Curbside for collection by Contractor at the designated time and date contemplated by this Agreement. In no case will the quantity of persons receiving Non-Curbside Services exceed two percent (2%) of the total Residential Premises located in the City. Contractor shall provide Non-Curbside Service at no additional charge than the Service Fees then in effect for those residents not physically able to take Carts to Curbside, provided however, that such exemption will be granted only if there is no other occupant of the Residential Premises physically capable of placing the Cart at Curbside. Prior to Contractor being required to provide such Non-Curbside Service to any person, any such person requesting Non-Curbside Service

must obtain a physician's certificate certifying such disability and provide the physician's certificate to the Contractor. In no event will Non-Curbside Service be provided at a distance of more than 150 feet from the public roadway. Non-Curbside Services are not available for the collection of Bulky Waste or White Goods and shall only be provided to Disabled Persons at Residential Premises.

3.4 Location of Carts for Collection

Carts shall be placed at Curbside for collection service as described herein. Carts shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Carts shall be placed as close as practicable to an access point for the Contractor's collection vehicle that permits access by Contractor's collection vehicle to the Carts without endangering Contractor's employees or equipment. Contractor shall decline to collect any Residential Solid Waste or Recyclables not placed in the Cart in accordance with this Agreement.

3.5 Hours and Days of Operation; Holidays

3.5.1 Collection Services under this Agreement shall not start before 7:00am nor continue after 7:00pm each day and no collection shall take place on any Sunday.

3.5.2 The following shall be holidays for the purpose of this Agreement (each a "Holiday"):

New Years' Day
Memorial Day
July 4th
Labor Day
Thanksgiving Day
Christmas Day

Residential Solid Waste and Recyclable collections shall be delayed until the next service day when the normally scheduled collection day falls on the holiday, or the Holiday is in the same week preceding the normally scheduled collection day. For example, if the normally scheduled collection day is on Friday, during the week of Memorial Day Monday the Friday collections will be performed on Saturday. The Contractor will not be allowed to perform collection Services on Sunday during a Holiday Week without authorization from the City. The Contractor shall be responsible for properly publicizing any changes in collection schedules due to observance of Holidays or for other reasons.

3.6 Routes of Collection

Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes with the days of pick-up to the City for its approval, which approval shall not be unreasonably withheld. The Contractor may from time-to-time propose to

City for approval changes in routes or days of collection, which approval shall not be unreasonably withheld. The collection day for the City of Markesan shall be Friday.

3.7 Complaints: Missed Collections

3.7.1 Contractor shall furnish the City instructions for contacting the Contractor in the event of Customer complaints. Contractor shall also furnish each Residential Premises with instructions for contacting Contractor by local telephone for information or for service complaints. All complaints made to Contractor shall be given prompt and courteous attention.

3.7.2 In the case of alleged missed scheduled collections (a "Missed Collection"), Contractor shall investigate and advise the City how it will address the issue within twenty-four (24) hours after the complaint is received. Contractor will be responsible for receiving all reports of Missed Collections from Residential Premises and rectifying the Missed Collection with the Customer located at the Residential Premises. In the event the Missed Collection was due solely to the fault of the Contractor and such Missed Collection was not due to an event of Force Majeure or any action or inaction by the City or the Customer, Contractor shall collect the Residential Solid Waste, Recyclables, Bulky Waste or White Goods and Yard Trash from such Residential Premises within one day of receipt of the complaint, except if Missed Collection deadline falls on a Saturday or a Sunday. In the event the Missed Collection was due to any act or failure to act by the Customer and/or the City or its employees, agents or representatives, Contractor shall have the right to charge, and the City agrees to pay, the Service Fees for the additional pickup by Contractor.

3.8 Collection Equipment and Personnel

3.8.1 The Contractor shall provide an adequate number of vehicles and personnel for regular collection Services. All collection vehicles and other equipment shall be kept in good repair, normal wear and tear excepted. Each collection vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. All Residential Solid Waste and Recyclables hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

3.8.2 The Contractor shall assign a qualified person or persons to be in charge of its performance of this Agreement. The Contractor's employees performing the Services contemplated hereunder shall wear a uniform or shirt bearing the Contractor's name. Each employee of Contractor who drives a vehicle pursuant to his or her duties in the performance of this Agreement shall, at all times, carry a valid Wisconsin driver's license for the type of vehicle he or she is driving. The Contractor shall provide operating and safety training for all personnel.

3.9 Access

The Contractor shall be required to provide the collection Services described herein to all Residential Premises located on publicly-owned roadways accessible to standard solid waste collection vehicles. The City shall maintain all publicly-owned roads and bridges in a condition that affords safe access by Contractor's standard solid waste collection vehicles. The City shall

require occupants of Residential Premises to place Carts at Curbside for collection in accordance with the terms and conditions of this Agreement. The City shall require the Customer located at the Residential Premises not accessible to standard solid waste collection vehicles to place Carts at an accessible location on a publicly-owned roadway as determined by the Contractor. If the Cart, or any Bulky Waste, White Goods or Yard Trash to be collected pursuant to this Agreement, is blocked in any way so as to prohibit collection, Contractor shall have the right to charge, and the City agrees to pay, for an additional pick-up as contemplated by Section 3.7.2. Contractor shall not be liable in any way, and shall not be deemed to be in breach of this Agreement, for the failure to collect any materials in the event Contractor did not have or was denied access to the Residential Premises or to the Customer's Cart and other materials to be collected as provided hereunder.

3.10 Office

The Contractor shall maintain an office or such other facilities through which it can be contacted. It shall be equipped with sufficient local service telephones and shall have a person to answer such telephones from 7:30 a.m. to 4:30 p.m. daily Monday through Friday.

3.11 Natural Disasters

In the event of a hurricane, tornado, major storm or other natural disaster, the Contractor's sole responsibility shall be to reestablish regular routes and schedules for the Services as soon after the natural disaster as possible. The collection of Residential Solid Waste, Recyclables, Bulky Waste, White Goods and Yard Trash shall be the highest priority. The collection of debris generated by a natural disaster shall not be the responsibility of the Contractor. Under a separate agreement, the City shall procure collection services for debris generated by a natural disaster. The Contractor agrees to provide reasonable cooperation, at no additional cost to the Contractor unless agreed to by the parties, with the City and the person or entity collecting the debris in the aftermath of a natural disaster in an effort to return the City to its pre-disaster state. The Contractor shall resume its performance of Services as soon as commercially practicable after such storm or disaster.

3.12 Compliance With Law; Permits

The Contractor shall comply with all applicable local, state and federal laws, rules, regulations, ordinances and statutes in the performance of this Agreement; provided, however that this Agreement shall govern the obligations of the Contractor where there exists conflicting ordinances of the City on the subject, and the City agrees to waive the requirements of such ordinances in the event of such a conflict. In the event that the collection or disposal of any solid waste hereunder shall become restricted or prohibited by any such applicable law, ordinance, statute, rule or regulation, such type of waste shall be eliminated from the requirements and provisions of this Agreement. Contractor shall obtain all applicable permits, licenses and other approvals necessary to perform the Services.

3.13 Delinquent and Closed Accounts

The Contractor shall discontinue the Services at any Residential Premises if directed to do so, in writing, by the City. Upon further written notification by the City, the Contractor shall resume the Services contemplated hereunder on the next regularly scheduled collection day.

Section 4.0 – City Responsibilities

4.1 Service Referrals

The City will be responsible for referring to Contractor any service requests by the Customers and/or complaints of which the City becomes aware that are not reported directly to the Contractor.

4.2 Compliance With law

The City shall comply with all applicable local, state and federal laws, rules, regulations, ordinances, consents, judgments and statutes in the performance of this Agreement.

Section 5.0 – Compensation

5.1 Fees and Payment

5.1.1 Beginning on the Effective Date, for and in consideration of the Services to be performed in accordance with this Agreement, the City will pay the Contractor the Service Fees set forth on Exhibit A attached hereto and incorporated herein, as may be adjusted pursuant to the terms of this Agreement (the "Service Fees"). The City shall pay the Service Fees to Contractor with terms of Net 30 days.

5.1.2. The Contractor shall be entitled to payment for Services rendered irrespective of whether or not the City collects amounts owed from the Residential Premises. For purposes of calculating the amount of the Service Fees to be paid to the Contractor, the number of Residential Units shall be based the City's current tax records for the applicable calendar month; provided however that if either party disputes the accuracy of the tax records as a basis for the number of Residential Units within the City then a physical unit count conducted jointly between the City and the Contractor shall prevail and apply prospectively after such a count has been conducted.

5.2 Other Service Fee Adjustments

In addition to the adjustments to the Service fees set forth in Exhibit A, the Service Fees shall also be adjusted to compensate Contractor due to increases, if any, in the Contractor's costs of disposal of the solid waste collected by Contractor in connection with the Services, including without limitation, due to any increases in transportation cost due to changes in location of the final disposal facility accepting such solid waste. The City agrees that Contractor may also increase rates from time to time, to adjust for increases in operational costs or expenses incurred by Contractor: (a) as a result of a "Change In Law," whether imposed retroactively or prospectively. A Change In Law means any amendment to, or promulgation of any federal, state,

City, or local statute, regulation, or ordinance after the date of this Agreement that imposes, changes, modifies, and/or alters requirements upon: (i) performing the Services; (ii) the operation of the applicable disposal facility accepting the solid waste collected pursuant to this Agreement; or (iii) the disposal of Residential Solid Waste, Yard Trash, Bulky Waste and/or White Goods or the processing of Recyclables, or which statute, regulation, or ordinance requires the Contractor to seek either an amendment or modification to, or reissuance of any required permits, licenses, certificates of public convenience and necessity, approval or authorization issued by any governmental body entitling the Contractor to perform the Services; (b) due to any new or additional Fees and Taxes imposed after the date hereof. Fees and Taxes means any federal, state, local or other taxes, assessments, fees, host charges, surcharges, or similar charges directly or indirectly related to the Collection Services which are imposed on the Contractor by law, ordinance or regulation and/or agreement with a governmental body, whether imposed retroactively or prospectively; and (c) a result of an event of Force Majeure that materially and adversely affects the cost of collection, transportation or disposal of solid waste by Contractor. In addition to the foregoing, the Contractor shall be permitted to charge for Non-Curbside Collection if, during the preceding period, the number of Service Units qualifying for such Collection reached two percent (2%) of Residential Premises.

Section 6.0 - Indemnity

The Contractor will indemnify, defend and hold harmless the City, its officers, agents, and employees (the "City Parties") from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, including reasonable attorney's fees ("Damages"), arising out of the negligent act or failure to act of the Contractor its officers, agents, and employees in the Contractor's performance of this Agreement; provided however, nothing herein shall require Contractor to indemnify, defend or hold the City Parties harmless from any such Damages that result from, are due to or arise in connection with the acts of, or any failure to act by, any City Party.

Section 7.0 - Insurance

The Contractor shall at all times during the Agreement maintain in full force and effect Employer's Liability, Worker's Compensation, Automobile Liability, and Commercial General Liability. The Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to effect that such insurance has been procured and is in force upon request.

For the purpose of this Agreement, the Contractor shall carry the following types of insurance in at least the limits specified below:

- a) Commercial general liability insurance with a limit of not less than the greater of (i) \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- b) Vehicle liability insurance, including coverage for owned, now-owned and hired vehicles, with a combined single limit of not less than the greater of (i) \$1,000,000 and containing the broad form pollution endorsement.
- c) Worker's compensation insurance in the amount of state and federal statutory requirements; and

- d) Employer's liability insurance with a limit of not less than \$1,000,000.
- e) Excess Liability coverage with a limit of not less than \$5,000,000.

Contractor shall cause the City to be named as an additional insured on the Commercial General Liability Policy, and the Automobile Policy. All insurance contracts to be procured and maintained by Contractor pursuant to this Agreement shall be written with a carrier whose A.M. Best rating is not less than A+ X. Prior to commencement of Contractor's Services, Contractor shall provide City with certificates of insurance evidencing the same. Coverage shall be written on a primary and non-contributory basis.

Section 8.0 – Title to Waste

Title to the Residential Solid Waste, Yard Trash, Bulky Waste and White Goods to be collected under this Agreement shall pass to the Contractor once it is placed in the vehicle under control of the Contractor; provided however, that the Contractor shall not accept title to waste or materials that are Unacceptable Waste regardless of whether the Unacceptable Waste is loaded in the vehicle or unloaded, and title to such waste shall remain at all times with the City and/or the generator thereof. The Contractor shall not be required to collect or dispose of Unacceptable Waste set-out by any Residential Premises. Title to Recyclables shall pass to the Contractor once they are placed at Curbside by the Customer.

Section 9.0 – Events of Default; Remedies

9.1 **Events of Default by Contractor.** The following shall constitute events of default on the part of the Contractor except to the extent caused by the occurrence of an event of Force Majeure or the acts of, or failure to act by, the City, its officers, employees, agents or representatives:

- 9.1.1 Failure by the Contractor to perform any material obligation of the Contractor under the terms of this Agreement, and continuance of such failure after (i) written notice thereof has been provided by the City specifying such failure and requesting that such condition be remedied, and (ii) Contractor's failure to cure the default or immediately initiate and diligently pursue reasonable action and cure such non performance within fifteen (15) days after receiving notice from the City (provided, if such failure is of a nature that it cannot be cured within such fifteen (15) day period, Contractor shall not be in default if Contractor commences the curing of such failure within such fifteen (15) day period, and diligently pursues the curing thereof; or
- 9.1.2 The Contractor becomes insolvent or bankrupt and cannot to pay its bills when they become due, files a petition in bankruptcy or has such a petition filed against it (and fails to lift any stay imposed thereby within ninety (90) days after such stay becomes effective), has a receiver appointed with respect to all or substantially all of its assets; makes an assignment for the benefit of creditors; or ceases to do business in the ordinary course.

9.2 Events of Default by City The following shall constitute events of default on the part of the City, except to the extent excused by the occurrence of an event of Force Majeure or the act of, or failure to act by, the Contractor:

9.2.1 A failure by the City to timely perform any obligation under the terms of this Agreement, and the continuance of such failure after (i) written notice thereof has been provided by the Contractor specifying such failure and requesting that such condition be remedied, and (ii) City's failure to cure the default or immediately initiate and diligently pursue reasonable action and cure such non performance within fifteen (15) Days after receiving notice from the Contractor (provided, if such failure is of a nature that it cannot be cured within such fifteen (15) day period, the City shall not be in Default if Contractor commences the curing of such failure within such fifteen (15) day period, and diligently pursues the curing thereof; provided however, the City shall immediately be in default of this Agreement in the event the City fails to pay any amount owing to Contractor when due, and Contractor shall have no such obligation to provide any notice thereof to the City or to provide the City with such fifteen (15) day period to cure such default; or

9.2.2. The City becomes insolvent or bankrupt and cannot to pay its debts when they become due, files a petition in bankruptcy or has such a petition filed against it (and fails to lift any stay imposed thereby within ninety (90) days after such stay becomes effective), has a receiver appointed with respect to all or substantially all of its assets; makes an assignment for the benefit of creditors; or ceases to do business in the ordinary course.

9.3. Remedies Upon an Event of Default

9.3.1 If a party is in default pursuant to this Section 9, then, at the option of the non-defaulting party, this Agreement may be immediately terminated or suspended upon written notice to the defaulting party as contemplated by this Section 9, or this Agreement may be continued in force and the non-defaulting party shall have the right to take whatever action at law or in equity deemed necessary or desirable to collect any amounts then due or thereafter to become due under this Agreement, or to enforce performance of any covenant or obligation of the defaulting party under this Agreement; provided however, notwithstanding any alleged default by Contractor, or the election of any remedy by City in the event of such default by Contractor, City agrees to pay the Service Fees due and owing to Contractor for all Services rendered in accordance with this Agreement.

9.3.2. The rights and remedies under this paragraph shall be in addition to those otherwise allowed by law or in equity. Any and all rights and remedies which either party may have under this Agreement, at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law. Any rights of the Contractor not expressly granted in this Agreement are reserved by Contractor.

9.3.3 The failure of either party at any time to require performance by the other party of any provisions hereof shall in no way affect the right of such party thereafter to enforce the same.

Nor shall waiver by either party of any breach of any provisions hereof be taken or held to be waived of any succeeding breach of such provisions or as a waiver of any provision itself.

9.3.4 In addition to the forgoing and any other rights or remedies that Contractor may have pursuant to this Agreement or at law or in equity, in the event the City fails to make any payment to Contractor when due as required by the provisions of this Agreement, the City shall immediately provide Contractor with a complete list of all Residential Premises and any other person or entity receiving collection Services by Contractor as provided for hereunder, such list to include such information as Contractor deems necessary. The City expressly acknowledges and agrees that in such an event of default by City, Contractor shall have the right, but not the obligation, without any further action by the parties hereto, to bill such Residential Premises and any other person or entity directly for the collection Services rendered by Contractor, to terminate or suspend any collection Services immediately upon nonpayment by such Residential Premises and to pursue any rights and remedies available to Contractor at law or in equity as a result of such nonpayment.

9.4 Force Majeure

Except in the case of nonpayment of the Service Fees by the City and the agreements and obligations by the City set forth in Section 2.2 and 2.3, in the event either party is rendered unable, in whole or in part, to perform its obligations hereunder due to an event of Force Majeure, it shall notify the other party of such event and the obligations of such party may be suspended during the continuation of any inability so caused by such event of Force Majeure. Except in the case of nonpayment of the Service Fees by the City and the agreements and obligations by the City set forth in Section 2.2 and 2.3, neither party shall be liable in any manner, and neither party shall be considered in default hereunder, for any failure to perform its respective obligations under this Agreement if such failure to perform is due to an event of Force Majeure.

Section 10.0 – Miscellaneous Provisions

10.1 Notice Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by a nationally recognized overnight delivery service, or certified mail, postage prepaid as follows:

As to the City:

City of Markesan
150 S Bridge St
Markesan, WI 53946
Attn: City Clerk

As to Contractor:

Advanced Disposal
N7296 County V
Horicon, WI 53032
Attn: Municipal Market Manager or General Manager

With a copy to:
Advanced Disposal Services
90 Fort Wade Road; Suite 200
Ponte Vedra, FL 32081
Attn: General Counsel

Notices shall be effective upon delivery or refusal of delivery at the address as specified above. Changes in the respective addresses to which such notice is to be directed, may be made from time to time by written notice.

10.2 Choice of Law; Attorney's Fees

(a) This Agreement shall be governed by and interpreted under the laws of the State of Wisconsin. In the event that either party is required to take any legal action to enforce the terms and conditions of this Agreement because of the breach of or failure to perform any term or condition by the other party, the non-prevailing party agrees to pay all costs expended by the other party, including reasonable attorney fees.

10.3 Independent Contractor

Contractor, in the performance of this Agreement, is acting as an independent contractor and not as an employee, agent, partner or joint venture of City, and neither party shall not hold itself out as such or knowingly permit another to rely on such belief. Nothing in this Agreement is intended or shall be construed to create any association, partnership, joint venture or employment relationship between the parties, nor shall City have any right to enter into any agreement or commitment on behalf of Contractor or to bind Contractor in any respect whatsoever. Contractor's personnel shall not be considered employees of the City by reason of their performance of the Services or other work or services contemplated by this Agreement and Contractor shall bear sole responsibility for all payroll and employment taxes relating to Contractor's personnel.

10.4 Entire Agreement; Binding Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modifications concerning this instrument shall be of no force or effect and this Agreement may not be amended or modified except by a subsequent modification in writing signed by the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the Contractor, the City and their respective successors and assigns, subject, however, to the limitations contained in this Agreement.

10.5 Severability

If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement

shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may, for any reason, be hereinafter declared invalid.

10.6 No Waiver

Neither any failure nor any delay by any party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

10.7 Captions

The titles or headings preceding any section or paragraph are for reference and convenience only and shall be in no way construed to be a material part of this Agreement.

10.8 Assignment

No assignment or transfer of this Agreement or any right occurring under this Agreement shall be made in whole or part by the Contractor without the express written consent of the City, such consent not to be unreasonably withheld or delayed; provided however, the Contractor may assign or transfer this Agreement to an affiliate without the consent of the City.

10.9 Counterparts

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

10.10 Representations The City represents and warrants to Contractor and covenants and agrees as follows:

(a) The parties signing this Agreement on behalf of the City have been authorized to do so by specific action of the City Council _____ adopted the 11th day of Sept., 2018 in open meeting and of record in its official minutes.

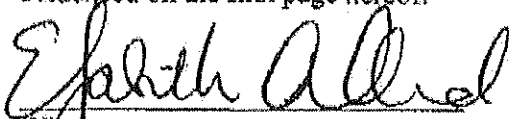
(b) The City validly exists as a political subdivision under the laws of the State of Wisconsin. The City has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The City's Common Council has duly authorized the execution and delivery of this Agreement and the City's performance of all of its duties and obligations contained herein, and this Agreement constitutes a valid and legally binding obligation of the City, enforceable in accordance with its terms. Without limiting the generality of any of the foregoing, the City has provided all public notices and held all public meetings, hearings, and the like required by applicable law, rule, regulation or ordinance in connection with the City's and execution of this Agreement.

(c) No consents or approvals are needed for the entering into or performance of this Agreement by the City. Neither the entering into nor the performance of this Agreement by the City will result in a violation of or be in conflict with any statute, rule, regulation, ordinance, agreement, instrument, judgment, decree, or order to which the City is a party or by which the City or its assets is bound. This Agreement is in accordance with the local Solid Waste Management Plan applicable to the City.

(d) There is no action, suit, judgment, consent order or investigation or proceeding pending or, to the best of the City's knowledge and belief, threatened, relating to this Agreement. The City will notify Contractor promptly if any such action, suit, investigation or proceeding is instituted or threatened. In connection with the execution, delivery and performance of this Agreement, the City is in compliance with all applicable federal, state and local laws, rules, regulations, orders, ordinances, judgments permits, licenses, approvals, and variances, and the City has not received any notice of any complaint or violation of any of the foregoing. The City will notify the Contractor promptly upon receipt of any complaint or notice of non-compliance with any of the foregoing.

(e) The representations and warranties of the City are true and correct in all material respects at and as of the Effective Date and continuing during the Term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date evidenced on the first page hereof.


Witness

CITY OF MARKESAN

By: Rich Slate

Name: Rich Slate

Title: Mayor

ADVANCED DISPOSAL SERVICES SOLID
WASTE MIDWEST, LLC

Witness

By: _____

Name: _____

Title: _____

EXHIBIT A

SERVICE FEES

OPTION 2: AUTOMATED CURBSIDE REFUSE COLLECTION – WEEKLY

	Base Rate	Price Per Additional Container, if applicable (charged to Resident annually)
Volume Limits, if applicable	95 or 65gal cart	95 or 65gal cart
2018-19 (price/unit/month)	\$ 8.24	\$ 8.24
2019-20 (price/unit/month)	\$ 8.45	\$ 8.45
2020-21 (price/unit/month)	\$ 8.66	\$ 8.66
2021-22 (price/unit/month)	\$ 8.87	\$ 8.87
2022-23 (price/unit/month)	\$ 9.10	\$ 9.10

**SEPARATE BILLING: FIVE (5) 6-YD RECYCLABLE DUMPSTERS
AT RECYCLING CENTER (BASED ON 1x WEEK SERVICES)**

	PRICE PER PULL PER DUMPSTER
2018-19	\$60 per (\$300) monthly
2019-20	\$62 per (\$310) monthly
2020-21	\$64 per (\$320) monthly
2021-22	\$66 per (\$330) monthly
2022-23	\$68 per (\$340) monthly

RECYCLING COLLECTION -- AUTOMATED

	Bi-Weekly	Price Per Additional Cart, if applicable (charged to Resident annually)
Volume Limits, if applicable	95gal cart	95gal or 65gal cart
2018-19 (price/unit/month)	\$3.66	\$3.66
2019-20 (price/unit/month)	\$3.75	\$3.75
2020-21 (price/unit/month)	\$3.84	\$3.84
2021-22 (price/unit/month)	\$3.94	\$3.94
2022-23 (price/unit/month)	\$4.03	\$4.03

FUEL SURCHARGE

Please note the published index used by Contractor to determine monthly diesel fuel prices?
<https://www.eia.gov/petroleum/gasdiesel/> (Midwest PADD 2). Price is based on the last weekly price listing for the billing month. Contractor will charge a fuel surcharge based on the following diesel fuel prices:

Diesel Fuel Price per Gallon	Fuel Surcharge (% or \$)
For each additional \$.25 increment above \$4.00	+1%
\$2.76-4.00	No Surcharge
\$2.50-2.75	-1%
\$2.25-2.49	-2%
\$2.00-2.24	-3%
For each additional \$.25 increment below \$2.00	-1%

City Hall, the Building Inspector and this Department are struggling with the below requirement for above ground pool owners. As above ground pools have been going up this summer, city hall has been mailing a copy of our newly adopted pool ordinance to them. But one section of the pool ordinance has been concerning for above ground pool owners.

That is section 8-covers. Several above ground pool owners have advised they have looked everywhere online and in the store and can't find a pool cover for an above ground pool that comes with a weight rating. There are pool covers for in ground pools that do have a weight rating but nothing for above ground pools.

This department and city hall did some research online and found the same thing. The information this department has found is that in ground pool covers have weight ratings because of the likely hood that a child might walk right out onto the pool cover of an in-ground pool. Thus they have to be rated for 485 pounds that number was developed because it takes into account the average weight of a small child and two average sized adults going out to rescue the child off of the pool cover.

We are asking for guidance because at this point the cover portion of our pool ordinance is unenforceable for above ground pools.

8. Covers. All Portable/Temporary pools shall be adequately covered or drained when not in use. Covers must be well-maintained and secured and fitted to the swimming pool to prevent a child, adult or animal from getting over, under or through. The pool cover fabric must hold a static weight of 485 pounds. Every entrance to a pool, such as a ladder, must be secured or adequately safeguarded to prevent unauthorized entry into the pool.



Betsy Amend <bamend@markesanwi.gov>

Re: Update on 410 S Bridge St

1 message

Susan Kelm <angelsweg@charter.net>
To: Betsy Amend <bamend@markesanwi.gov>

Tue, Jun 2, 2020 at 7:32 AM

Morning!

First we would like to say how grateful we are for the extra time and patience the City Council has given us regarding this matter. We realize this issue must be resolved sooner vs. later, but unfortunately we have to ask for a little more time and patience. In a short discussion with the bank, the bank felt with the uncertainty of the markets and the financial distress the dairy industry has suffered due to the COVID-19 pandemic that my focus and priority needs to be on the dairy farm at this time, but once things stabilize they said they would be happy to sit down and discuss different options for resolving this matter. We are still hoping we can get something done with the 410 property yet this summer and now that things have lightened up with the pandemic restrictions we will continue to search for cheaper bids to get it taken down in case the bank decides to not financially support this project. We are also open to any thoughts or suggestions the City Council may have.

Thank you again for your patience.

Ron and Susan Kelm

On May 27, 2020, at 9:58 AM, Betsy Amend <bamend@markesanwi.gov> wrote:

Ron and Sue-

Committee meetings are next Tuesday, June 2nd, and I had it on my schedule to have you bring an update for your property at 410 S Bridge Street. What is your status?

Are you able to attend or provide a written update to the committee?

Thanks



Betsy Amend
City of Markesan Clerk-Treasurer
920-398-3031



Betsy Amend <bamend@markesanwi.gov>

Re: Public Property Meeting in February

1 message

Susan Kelm <angelsweg@charter.net>
To: Betsy Amend <bamend@markesanwi.gov>

Tue, Feb 4, 2020 at 6:34 AM

Betsy and Common Council Members:

Our apologies - Ron and I will not be able to attend the Property Meeting tonight (2/4/2020) at 6:30pm due to another commitment. At the present time there has been no change in the circumstances with our 410 S. Bridge Street property since the last Property Meeting we attended. The bank refuses to go forward with anything until after our taxes are completed because they want to see how well the farm did this past year. Also unfortunately we do not have \$8500.00 (lowest bid we have gotten) to pay out of pocket at the present time to take it down ourselves. At this time we want to wait and see what the bank is going to tell us about financing this project. We are also looking into a couple other options: 1) Finding a different bank; 2) Finding out if our current bank would be more inclined to work with us if we put a building up on the property right away to raise the value of the property versus having a bare lot. We understand the urgency of getting this property issue resolved and we greatly appreciate The Council's patience while we are in the process of figuring out exactly how to get it done.

Please let us know if The Council has any questions or suggestions for us.

Thank you - Ron and Susan Kelm

On Jan 21, 2020, at 1:31 PM, Betsy Amend <bamend@markesanwi.gov> wrote:

The Public Property Committee for the City of Markesan is asking that you attend the February 4th, 2020 meeting at 6:30 pm at City Hall. You need to bring an update on the property maintenance plan for 410 S. Bridge Street.

Thanks

Betsy Amend

City of Markesan Clerk-Treasurer
920-398-3031



Betsy Amend <bamend@markesanwi.gov>

Re: Chicken Ordinance fee

1 message

E Kazda <ekjk6256@yahoo.com>

Mon, Jul 6, 2020 at 10:40 AM

To: Betsy Amend <bamend@markesanwi.gov>

Thank you, Betsy!

On Monday, July 6, 2020, 09:47:05 AM CDT, Betsy Amend <bamend@markesanwi.gov> wrote:

So I spoke to Tim Tripp, the building inspector, and he gets \$85 an hour.
So he said to review the permit and map for a chicken ordinance it would take him 30-60 minutes depending on the permit.
Rachel and I feel it would cost us about \$25 to process a permit for chickens.
So the committee wanted an approximate cost from us.
So I would say you would want the fee to be around \$75-\$125.
Thanks



Betsy Amend
City of Markesan Clerk-Treasurer
920-398-3031

ORDINANCE NO. _____

**AN ORDINANCE CREATING SECTION 107.21 OF THE CITY OF
MARKESAN MUNICIPAL CODE REGARDING KEEPING OF CHICKENS**

The Common Council of the City of Markesan in session duly begun on the ____ day of July, 2020, does hereby create Section 107.21 of the Municipal Code to read as follows:

SECTION 1:

Section 107.21 Keeping of Chickens.

Definitions. As used in this section, the following terms shall have the meanings indicated:

CHICKEN – Shall mean a female hen or pullet.

CHICKEN TRACTOR – A movable chicken coop lacking a floor.

HENHOUSE/COOP – A structure where chickens are kept.

ROOSTER – Shall mean a male domestic fowl older than 3 months.

No person shall keep chickens or establish or maintain any henhouse upon any premises within the City limits without a valid permit approved by the City Clerk or her/his designee.

Permit.

A permit shall be issued only to the primary owner(s) of record of a single family residence located in a residential district. The property owner/permittee shall reside on the premises regulated by the permit. No chicken may be kept at mobile homes, condominiums, apartment complexes, duplexes, or any other multiple family properties. The propagation of chickens for commercial purposes or for any activity or purpose not related to the personal purpose of the permit holder, including fertilizer production and/or the sale of eggs, shall be prohibited.

The permit application shall include proof of registration with the Wisconsin Department of Agriculture, Trade and Consumer Protection pursuant to Section 95.51, Wis. Stats.

The permit application shall include a diagram describing the location of the henhouse in relationship to lot boundaries. The City Clerk or her/his designee shall review the plan with staff before issuing the permit.

The applicant for a permit must notify all abutting property owners of their intention to

keep chickens prior to applying for a permit, and the permit application must certify that all such property owners have been notified. A list of all abutting property owners and their addresses must be included with the permit application.

All permits shall be issued for a term of one year, commencing with the first day of January of each year and terminating as of 12:00 midnight on the last day of the permit period. Application for permits may be made from January 1 through March 31st of each year without a late fee. A permit that is not renewed shall be considered expired.

The permit information shall be attached to the henhouse, which shall include a name, permit number and an emergency contact telephone number.

Permit, late fee and renewal fees shall be paid in accordance with the fee schedule set by resolution of the City Council.

A permit shall expire at such time as the permittee no longer maintains chickens at the permitted address.

Inspection. The City shall have the power, whenever it may deem reasonably necessary, to enter a building, structure or property where chickens are kept to ascertain whether the keeper is in compliance with this ordinance.

Enforcement. Any City officer so designated by the Markesan Common Council may issue compliance orders and citations pursuant to the provisions of this ordinance and state law. A permit may be revoked by the Markesan Common Council for the following reasons:

Failure to comply with any of the provisions of this ordinance.

Where the keeping of chickens is determined to create a nuisance as defined by Chapter 252 of the Code.

Where it is determined that the keeping of chickens is detrimental to the life or health of an adjacent property owner. A written physician's report of a medical condition is proof that it would be detrimental.

Failing to notify all adjacent property owners regarding the keeping of chickens.

Once revoked, a permit shall not be reissued for a two-year period.

The City shall revoke a permit to keep chickens in the event that the City has issued two or more violations of this ordinance within a six month period. All chickens, coops and attached enclosures shall be removed by permit holder within seven calendar days of any permit revocation or non-renewal.

Any applicant whose permit application has been denied or revoked under the provisions of this ordinance shall have the right to appeal said denial to the Common Council.

Penalties. Any person who violates this ordinance shall be subject to a forfeiture of not less than \$100.00 nor more than \$500.00 for the first violation and not less than \$250.00 and not more than \$750.00 for each subsequent violation. Each day that a violation of this ordinance continues shall be deemed a separate violation. Any chickens found to be the subject of a violation of this ordinance shall be subject to immediate seizure and impoundment and may be removed from the City by City officials in the event that the owner or keeper fails to timely remove the chickens as required in section (11) above or as otherwise requested by the City. In addition to the foregoing penalties, any person who violates this ordinance shall pay all expenses, including shelter, food, handling and veterinary care, necessitated by enforcement of this provision. The City shall have the right to abate the violation and the permit holder shall be responsible for any costs incurred by the City for the removal of the violation. Any costs for the abatement of the violation not paid by the permit holder, said costs shall be assessed against the permit holder's real estate as a special charge.

Standards.

A total of four hens and/or pullets per lot shall be permitted; roosters and crowing hens shall be prohibited.

The minimum size requirements for a hen house (a hen house is required) is not less than three (3) square feet of space per bird with a maximum henhouse size of (16) square feet total. The hen house must connect to a secure and fully ventilated pen (also required) which contains not less than seven (7) square feet and not greater than (10) square feet per bird. All henhouses and pens shall be enclosed with wire netting or equivalent material that will prevent chickens from escaping. An appropriately sized nesting box (also required) shall be provided at the rate of not less than one box per every two birds. Pens shall be properly sized as will permit full spread of the kept birds(s) wingspan and allow the bird(s) to walk/run.

Chickens shall be housed within a detached stationary structure used exclusively to keep hens. One henhouse shall be permitted per lot. Temporary and/or moveable devices and structures, including chicken tractors, shall be prohibited.

All enclosures for the keeping of chickens must provide adequate ventilation as well as sun protection, and be sanitary, insulated, weatherproof and impermeable to rodents, wild birds, and predators, including dogs and cats.

No chickens may be kept within a principal residence or garage.

Chicken feed shall be stored in containers which make the feed inaccessible to rodents, vermin, wild birds and other predators.

No person shall keep chickens in any location on the property other than in the backyard. Hen houses and chicken pens shall not be located closer than 75 feet from the ordinary high water mark of any lake, river, or stream.

Chickens may not roam free outside of a hen house or enclosed run, or roam off of the permitted property. No dog or cat or other domesticated animal that kills a chicken off of the permitted property will, for that reason alone, be considered a dangerous or aggressive animal.

The slaughter of chickens shall be prohibited.

If a chicken appears ill or on occasion of a sudden death, a veterinarian must be consulted. If a disease that would be contagious to humans is diagnosed, recommendations to ensure prevention of transmission of the disease must be followed as recommended by the veterinarian.

No henhouse or henhouse and outdoor run shall be located within 20 feet of any side and/or rear lot line, and/or be sited to obstruct an existing drainage course or create a drainage problem for the property on which it is situated or for any neighboring property.

Noise from chickens may not be loud enough at the property boundaries to disturb a person of ordinary sensitivity. The hen house and pen system shall be properly designed, laid out on/over a hard surface and maintained as will provide safe and healthy living conditions for the chickens.

Enclosures must be kept in a sanitary condition at all times, and exist in a manner that will not disturb the use or enjoyment of neighboring lots due to noise, odor, or other adverse impact.

The hen house shall be enclosed on all sides and have a roof and doors. Access doors must be able to be shut at night. Opening windows and vents must be covered with predator and bird-proof wire or fence of no more than one inch openings

Provisions must be made for the routine removal and lawful disposal of chicken manure in order to prevent any adverse effects related to odor or unsanitary conditions.

Each calendar year there shall not be issued more than five (5) permits pursuant to this Ordinance.

SECTION 2: This ordinance shall be in full force and effect upon passage and publication.

ROLL CALL: Ayes _____ Nays _____ Absent _____ Abstained _____

APPROVED this _____ day of July, 2020.

CITY OF MARKESAN

RICHARD SLATE, Mayor

ATTEST:

ELIZABETH AMEND, Clerk-Treasurer

APPROVED AS TO FORM:

DANIEL D. SONDALLE, City Attorney



Betsy Amend <bamend@markesanwi.gov>

1775 N Margaret St, Adam Thiem

1 message

Tim Tripp <ttripp@generalengineering.net>
To: Betsy Amend <bamend@markesanwi.gov>

Tue, Jun 2, 2020 at 3:35 PM

Betsy,

As you requested I am sending the photos of Adam Thiem's property at 1775 N Margaret St. This is simply informational for the purposes of the board. The new policy will be followed when formal written notice is sent to Mr Thiem.

I took pictures of is property last week, upon receipt of a verbal complaint. You can see there are numerous ordinance violations. Regarding property maintenance see section 273-5 A, B, C, D, J, and K.

It was observed that a carport structure was erected without a building permit.

A shipping container has been placed on the property. I am currently reviewing the ordinances to see if this permitted.

It should be noted that a demolition permit was issue for the part of the existing building that he razed. Also a building permit was applied for and issued on 10/29/2019. To date he has not paid for the permit. So essentially that means there is no valid building permit on the property.

Timothy Tripp
General Engineering Company
Municipal Building Inspector
Office 608.745.4070
Cell 608.617.6873

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Chapter 273. Property Maintenance

§ 273-5. Duties and responsibilities of owners and operators as to maintenance and appearance of exterior of premises.

- A. The exterior of premises and all structures thereon shall be kept free of all nuisances, unsanitary conditions and any hazards to the safety of occupants, pedestrians and to the person utilizing the premises. Any of the foregoing shall be promptly removed and abated by the owner or operator.
- B. The exterior of the premises and surrounding yard shall be kept free of hazards which include, but are not limited to, brush, weeds, broken glass, stumps, roots, obnoxious growth, filth, garbage, trash, refuse and debris.
- C. Exterior porches, landings, balconies, stairs and fire escapes shall be provided with banisters or railings properly designed and maintained to minimize the hazard of fallings, and the same shall be kept structurally sound, in good repair and free of defects.
- D. The exterior appearance of all buildings shall reflect a level of maintenance in keeping with the standards of the neighborhood. It shall not constitute a blighting factor for adjoining property owners or an element leading to the progressive deterioration and downgrading of the neighborhood.
- E. The premises shall be kept landscaped and lawns, hedges and bushes shall be kept trimmed and kept from becoming overgrown and unsightly where exposed to the public view. Premises shall include the areas between the sidewalk and the curb of the street.
- F. In addition to Subsection E above, no grass upon any private premises within the City limits shall be allowed to grow in excess of an average length of six inches before being mowed, cut or trimmed, provided, however, that this provision shall not apply to land with a pitch greater than 30° from horizontal.
[Amended 4-14-2015 by Ord. No. 233]
- G. Yards shall be kept substantially clear of debris and shall be provided with adequate lawn, ground cover or vegetation. Hedges or bushes shall be cut or trimmed as often as necessary to maintain a neat and attractive appearance. All area not covered by any of the foregoing shall be treated to prevent dust or the blowing or scattering of dust particles into the air. All trees, bushes or vegetation which overhang a public entrance shall be properly trimmed to avoid obstruction of the view and movements of vehicles and pedestrians.
- H. Every yard, court, driveway or other portion of the lot shall be graded or drained so as to prevent the accumulation of stagnant water on any such surface. Driveways shall be maintained in good condition and repair.
- I. Every building, structure and all exterior appurtenances on the premises shall be adequately protected against rats, mice, termites and other vermin infestation, and shall not permit the entrance of such rat, mice, termites and other vermin. Occupants and operators shall be responsible for the extermination of rodents and vermin from that part of the premises under their

exclusive control, except where more than one unit is infested at the same time and, in this instance, the owner shall also be responsible for extermination of the infestation.

- J. Every building shall have adequate refuse, garbage or rubbish storage facilities. No occupant shall accumulate rubbish, boxes, lumber, metal refuse or other materials which may provide a harborage for rodents or vermin.
- K. The exterior of every structure or accessory structure, residential and nonresidential, including fences, shall be maintained in good repair and all surfaces thereof shall be kept painted where necessary for purposes of preservation and appearance. The same shall be maintained free of broken loose shingles, crumbling stone or brick, excessive peeling paint or other conditions reflective of deterioration or inadequate maintenance.
- L. Every dwelling and accessory structure, exterior walls, siding and roofs shall be kept structurally sound and in a state of good repair to avoid safety, health or fire hazards and shall be so maintained as to be weather- and watertight. (The above applies to residential and nonresidential properties.)
- M. This chapter applies whether or not the premises are temporarily or continuously occupied or unoccupied, inhabited or uninhabited, commercial or noncommercial, and whether or not there is a structure, building or other improvement upon the premises.